

REMARKS / ARGUMENTS

A. General

In response to the Examiner's Office Action mailed January 6, 2010, claims 117 and 124 have been amended to clarify the distinctions which exist between the claims and the combination proposed by the Examiner. Favorable consideration of the claims as amended is requested for the reasons set forth below.

B. Summary of Rejection and Reply

In response to Applicant's previous arguments, the Examiner maintains the position that it would have been obvious to one of ordinary skill in the art to modify the invoice approval/authorization procedure of deGroeve in accordance with the teachings of Barker. In response, independent Claims 117 and 124 have been further amended to make explicit a difference which exists between deGroeve and the present claims, with regard to which Barker is silent.

To summarize, deGroeve discloses an invoice approval/confirmation system where the invoices can be viewed only if certain processing steps have been initially performed on the invoice. Specifically, a user that has invoice confirmation privileges is allowed to view the invoice only if the invoice has previously been approved. In this fashion, a user cannot prematurely confirm an invoice. Invoices that can be confirmed are only those that can be seen, and for an invoice to be seen it must have been previously approved.

Accordingly, deGroeve discloses a mechanism that deals with the potential problem of premature invoice confirmation (i.e., confirmation before the invoice has been approved) that operates by controlling access to the invoice. The invoice is made visible to a user only when it is appropriate for that invoice to be confirmed.

The present invention, as claimed, works differently. Control of premature invoice confirmation (called "authorization" in the claims) is not done by preventing the user with authorization privileges to view the invoice. That user has access to the invoice. Rather, a user interface is provided having selectively deactivatable input options for performing invoice "approval" and "authorization". Those input options are selectively deactivated to prevent premature or inappropriate actions on the invoice, while the invoice remains visible. In this fashion, a user can still view the invoice but the user cannot approve/authorize the invoice unless appropriate to do so.

The system and the process as claimed are advantageous over deGroeve in that the user still can view the invoice even when the user cannot perform actions on the invoice. This can be advantageous for a number of different reasons, for example a user may need to look at the invoice for a reason unrelated to the approval/authorization process. With the deGroeve system, the user will not be able to do so, while under the present invention the user will be able to access the information.

To better emphasize this feature, the claims have been modified to clarify that the selective deactivation of the input options of the user interface occurs while the user is provided with a visual representation of the invoice. More specifically, claim 117 has been modified to state that *"...while the user is provided with a visual representation of the invoice, selectively deactivating..."* Similarly, claim 124 has been modified to state that *"...while the image of the invoice is rendered on the display, the dynamically adaptable user interface selectively deactivating..."*

Thus, it is clear that significant differences exist between the prior art deGroeve patent and the claims at issue. What remains at issue is whether differences exist between the claims at issue and the Examiner's proposed combination of deGroeve and Barker.

It is undisputed that Barker does not relate to a system or process of invoice

approval/confirmation. As has been previously noted, Barker relates to “a telecommunication network and more particularly to managing network elements of the telecommunication’s network.” (Column 1, lines 7-9). The specific section of Barker relied upon by the Examiner is column 30, lines 45-50, which read as follows:

This functionality provides a method of client based *access control* of network elements, maintenance units and operations on network elements/maintenance units. Upon startup, a client application must register with the server by providing identification of the client host, port, client, and a password.

The functionality referred to has to do with maintenance operations for the telecommunications system, and deactivating certain menu elements to restrict access to certain operations based upon an identification of a particular client. It is the Examiner’s position that it would be obvious to modify the invoice approval/confirmation system of deGroeve to incorporate the functionality described by Barker. Applicant respectfully, but strongly, disagrees.

First, as has previously been observed, deGroeve already has a mechanism to prevent premature invoice confirmation which works by restricting access so the invoice cannot be viewed. It is not clear why a person skilled in the art would replace this access control system by the access control system of Barker. Applicant and the undersigned respectfully submit that the only “suggestion” to do so is found in Applicant’s claims. This is a form of hindsight of which the law disapproves. *KSR International v. Teleflex Inc. et al.*, 127 S.Ct. 1727, 1742 (2007). (“A fact finder should be aware, of course, of the distortion caused by hindsight bias and must be cautious of arguments relying upon *ex post* reasoning.”); *Graham v. John Deere Co.*, 383 U.S. 1, 36 (1966) (warning against a “temptation to read into the prior art the teachings of the invention in issue” and instructing courts to “guard against slipping into the use of hindsight.”); *Orthopedic Equip. Co. v. United States*, 702 F.2d 1005, 1012 (Fed. Cir. 1983) (“It is wrong to use the patent in suit as a guide through the maze of prior art references, combining the right references in the right way so as to achieve [a desired result].”). Such approaches are disfavored, as “[c]asting an invention as ‘a combination of old elements’ leads improperly to an analysis of

the claimed invention by the parts, not by the whole.” *Custom Accessories v. Jeffrey-Allan Indus., Inc.* 807 F.2d 955, 959 (Fed. Cir. 1986).

Second, the combination of deGroeve and Barker still leaves open the question of allowing the invoice to be viewed when the menu items are deactivated. deGroeve’s system is clearly based on restricting access to an invoice by certain users. Barker states quite clearly in the text relied upon by the Examiner, and the text which follows immediately after, that the functionality to which the Examiner refers is a form of “access control.” This is clear in that, since the menu items are deactivated, access to the screens or operations under the deactivated menu element is denied to some clients. In the present invention, access to an invoice is granted, even to a user who is not authorized to approve the invoice or authorize payment of the invoice. Even if one of skill in the art for some reason decided to modify deGroeve by the teachings of Barker (which Applicant denies would occur), Barker would teach denial of access to invoices based upon the credentials of the user. Thus, the resulting combination will still not result in a system that allows a user to view the invoice that he/she cannot approve or authorize due to lack of privileges or because the invoice has still not been approved.

In this regard, it is noted that Barker deactivates menu options which control access to “maintenance operations that are not allowed.” (Column 30, line 55). In contrast, the claims of the present application selectively deactivate first and second input options which (when activated) allow for the taking of specific actions regarding the information that is being displayed to the user. This distinction simply highlights the fact that both deGroeve and Barker are directed to alternative forms of “access control,” while the claims of the present application are not. This is a difference in functionality. In combining known elements in the prior art, it is not proper to ignore the function performed by the different elements in different contexts. *KSR International* at 1740 (2007) citing *Sakraid v. AGPro, Inc.*, 425 U.S. 273, 96 S.Ct. 1532 (1976).

For any and all of the above reasons, it is respectfully submitted that Claims 117-127 are allowable over the prior art of record, including deGroeve and Barker.

CONCLUSION

A sincere and earnest effort to respond to the Examiner's Office Action and to place this application into condition for allowance has been made by Applicant and the undersigned. Accordingly, reconsideration and allowance of the subject claims are respectfully requested.

If, upon consideration of the above, the Examiner should feel that there remain outstanding issues in the present application that could be resolved, the Examiner is invited to contact the undersigned at the telephone number given below to discuss such issues.

To the extent an extension of time or fees are required in connection with this response, please consider this response as a request for same and charge any fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account No. 02-1010 (32423/82536) and please credit any excess fees to such deposit account.

Respectfully submitted,

Date: April 6, 2010

/Bobby B. Gillenwater/
Bobby B. Gillenwater
Registration No. 31,105

BARNES & THORNBURG LLP
600 One Summit Square
Fort Wayne, Indiana 46802
U.S.A.
(260) 423-9440
bgillenw@btlaw.com